IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

SUMMARY SUIT NO.1285 OF 2007

Punjab National Bank ..Plaintiff.

Vs.

Ramesh Sukhdevo Sangle and others ..Defendants.

....

Mr. Prasad Das i/b Goenka Law Associates for the Plaintiff.
None for the Defendants.

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CORAM: **DR. D.Y. CHANDRACHUD, J.**

11th December, 2007.

P.C. :

The Suit under order 37 of the Code of Civil Procedure 1908 has been instituted for the recovery of an amount of Rs.6,39,595/- together with interest from the date of the institution of the suit. The First Defendant availed of a housing loan in the amount of Rs.5,80,000/- from the Plaintiff and executed an agreement dated 23rd March, 2004 (Exhibit C to the Plaint). The Second and Third Defendants executed a deed of guarantee also of the same date agreeing to repay the outstanding due under the housing loan granted to the First Defendant. Various other documents by way of security were also executed. A recall notice was issued by the Plaintiff on 19th October, 2005 despite which the

amount outstanding has not been repaid.

The Defendants have been served with the writ of summons and an affidavit of service has been filed. The claim in the suit falls within the purview of Order 37 since it is based on a written contract viz. Exhibits C and D. The Defendants having failed to enter appearance or to lodge their defence to the claim, the Plaintiff would be entitled to a decree as prayed. A compilation of the original documents has been placed on the record. The Suit shall accordingly stand decreed in terms of prayer clauses (a) and (b).